

LEASE – Crop Land

WAUKESHA COUNTY, by the Director of Parks and Land Use, hereinafter referred to as LESSOR, hereby leases to _____, hereinafter referred to as LESSEE, certain real property, hereinafter referred to as the premises and more fully described below, on the following terms and conditions:

1. The premises consist of 2 field(s) of agricultural land, with a combined total of 20.1 acres. This/These parcel(s) is/are located in Section(s) 3 of Town 8 North, Range 18 East, of the Township of Merton. An aerial map showing the location of this/these parcel(s) is attached, marked Exhibit “A”, and is made part of this Lease.
2. The term of this Lease shall be from **December 15, 2017 through December 14, 2021**.
3. As rent for the use and occupancy of the premises, the LESSEE shall pay to the LESSOR the sum of \$_____ per acre for the first year of the lease, with a 2.5% increase for the second year of the lease, a 2.5% increase for the third year of the lease, and an additional 2.5% increase for the fourth (last) year of the lease for a total of \$_____ for the first year, \$_____ for the second year, \$_____ for the third year, and \$_____ for the fourth year. **The annual rent due for each year of the lease shall be paid as follows: one-third “down payment” due on or before March 1st and the remaining two-thirds payment due on or before December 15th. Failure to submit the “down payment” amount by March 1st of any year within the lease will terminate the lease.** Payment of these sums due from the LESSEE shall be delivered to the Waukesha County Department of Parks and Land Use, located at 515 W. Moreland Blvd, Room AC 260, Waukesha, Wisconsin 53188. In the event any payment set forth in this paragraph is not made by its due date, the LESSEE shall be obligated to pay interest upon the balance due at the rate of 1-1/2% (one and one-half percent per month).
4. In the event the subject property is sold during the lease term, WAUKESHA COUNTY will notify the LESSEE within one week of the accepted sale. This lease will terminate upon the successful transfer of ownership from Waukesha County. At the option of the PURCHASER, the LESSEE may either be allowed to harvest the crops or may be reimbursed by the PURCHASER for the value of the un-harvested crop at an estimated fair market rate as determined by the Farm Service Agency.
5. The premises shall be used by the LESSEE only for those agricultural purposes that are in compliance with the attached **Waukesha County Cropland Conservation Standards**. The LESSEE shall not construct, build or place any structure or other improvement on the premises. At its sole discretion, WAUKESHA COUNTY may terminate this lease or withdraw from coverage by this lease, any fields or portions thereof. If WAUKESHA COUNTY exercises its right under this provision, the LESSEE shall be provided 30 day notice and at WAUKESHA COUNTY’S discretion, the LESSEE shall either be allowed to harvest the crops or be reimbursed for the value of the crop at an estimated fair market value as determined by the Farm Service Agency. Any proration of the lease amount will be negotiated as needed.
6. The LESSEE shall not sublet the premises nor any portion of the premises without the prior written consent of the LESSOR. The LESSEE shall not sell or assign this Lease without the prior written consent of the LESSOR.

7. The LESSEE shall at all times indemnify and hold harmless the LESSOR against and from any claim, loss, liability and expense of any kind, including attorney's fees and disbursements, which arise out of or are on account of any damage or injury to any person or property in or about the premises or which arise out of or are on account of any activities conducted on the premises. **In addition, the LESSEE must maintain liability insurance in the amount of \$500,000 covering their premises and operations, with the County named as additionally insured. Further, the LESSEE will be required to provide a certificate of insurance evidencing this insurance coverage due to Waukesha County on or before March 1st of each year of the lease. Failure to provide a certificate of insurance may result in termination of the lease.**

8. If the LESSEE fails to pay any rent when due as specified in paragraph 3, or if the LESSEE violates the terms set forth in paragraph 5 or paragraph 6, or if the LESSEE intentionally or negligently causes injury or damage to any portion of the premises, WAUKESHA COUNTY shall have the option of immediately declaring this Lease null and void and of so notifying the LESSEE. If WAUKESHA COUNTY declares this Lease null and void and so notifies the LESSEE, WAUKESHA COUNTY shall be entitled to immediately re-enter and regain possession of the premises, without hindrance or delay, and shall be entitled to compensation from the LESSEE for any injury or damage to any portion of the premises. The provisions of paragraph 4 or 5 shall not apply to the rights of the LESSEE as set forth in this paragraph.

9. WAUKESHA COUNTY representatives shall have the right to enter in or upon the premises, at reasonable times, for the purpose of inspecting the premises or of showing the premises to a prospective purchaser.

10. The LESSEE shall pay WAUKESHA COUNTY for any and all costs, disbursements, attorney's fees and other expenses which are incurred by WAUKESHA COUNTY in connection with any legal proceeding or anticipated legal proceeding to enforce any aspect of this Lease.

11. The LESSEE shall conform to and comply with any and all applicable laws and regulations regarding noxious weeds and to all laws and regulations of the United States and the State of Wisconsin.

Dated: _____

WAUKESHA COUNTY:

Dale Shaver, Director of Parks & Land Use

Dated: _____

LESSEE:

Printed Name

Signature